

EXHIBIT B



1301 Avenue of the Americas, 40th Floor
New York, NY 10019-6022

PHONE 212.999.5800
FAX 212.999.5899

www.wsgr.com

May 2, 2018

VIA EMAIL

Mr. Jacob Schonberg
Mr. Binyomin Schonberg
Mr. Binyomin Halpern
Mr. Raphael Barouch Elkaim
Ms. Saranne Rosner
Ms. Mona Brafman
Mr. Mitchel Simon Rosner
Ms. Lydia Rachel Rosner
Mr. Avraham Moshe Rosner
Mr. Aharon Rosner
Mr. Betzalel Rosner
Ms. Sarina Rosner
Mr. Yehoshua Rosner
Mr. Abraham Paskes
Mr. Michael Muller
Mr. Chaya Chava Zweibel
Mr. Abraham Yoshua Gorssnass
Mr. Abraham Vinberg
Mr. Pinchas Grosko
Mr. Natan Gros
Mr. Yechiel Been David
Mr. Yaakov Wizman
Mr. Isaac Elkaim

Mr. Jakob Elkaim
Mr. Pinhas Dov Neufeld
Mr. Yosef Maimon
Mr. Simha Maimon
Mr. Avraham Been Zimra
Ms. Rachel Been Zimra
Mr. Yaakov Ben Shimon
Mr. Itamar Shaya
Mr. Natanel Cohen Arazi
Mr. Shenkar Shimon
Ms. Sara Meyer
Mr. Mordechai Yaacov Meyer
Mr. Yaakov Levin
Mr. Avraham Yeshalu Lev
Ms. Miriam Chaya Lev Ben Simon
Mr. Shmuel Gabay
Mr. Shimon Asulin
Mr. Yosef Shteren
Mr. Oved Levy
Mr. Elyashiv Menachem Will
Mr. Mike Genuth
Ms. Miri Genuth
Ms. Rachel Golomback

Re: Legal Representation

Dear Ladies and Gentlemen:

We are pleased you, in your individual capacities and on behalf of various Limited Liability Companies you control listed in Attachment A hereto (collectively "Clients"), have chosen to retain us in connection with a dispute over investments made with Yachezkel Strulovich and his companies (the "Dispute"). This letter (the "Agreement") describes the terms under which Wilson Sonsini Goodrich & Rosati, P.C. ("WSGR") will provide Legal Services to the Clients and bill for those Legal Services. We believe that it is beneficial to the attorney-

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PROFESSIONAL CORPORATION

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client relationship that you have a clear understanding of our standard billing and engagement policies and procedures. If, in the future, you request us to perform additional legal services on matters other than the Legal Services described above, then, unless a separate engagement has been entered into with respect to such additional legal services, it is understood that those future legal services or matters will be provided by us under the same terms and conditions described herein at the billing rates and policies in effect at the time such services are performed.

1. Professional Undertaking

We will do our utmost to serve you effectively. Our goals are to provide you with legal services in an effective and efficient manner, and to respond to your inquiries promptly. If you have any questions or concerns at any time, please contact us.

2. Conditions

This Agreement will not take effect, and WSGR will have no obligation to provide legal services, until Clients return a copy of this Agreement properly executed by all Clients and pay the Initial Retainer called for in Paragraph 4. If this Agreement is not signed and returned promptly, or the retainers are not paid promptly, WSGR has no obligation to provide the services requested, and if WSGR has begun work, it may cease such work.

3. Scope of services

You are hiring WSGR to represent Clients solely with regard to the Dispute and any other matter relating to the same facts and circumstances (the "Representation"). WSGR will provide those legal services reasonably required to represent Clients in this matter. WSGR will take reasonable steps to keep Clients informed of progress and to respond to Clients' inquiries. WSGR does not undertake any obligation to represent Clients with regard to any other matter. Should you wish to have WSGR represent you in connection with any other matter, you understand that you will be asked to execute a new engagement letter that is likely to require a separate additional retainer.

WSGR does not represent any other corporations in which Clients may be shareholders, officers or directors, partnerships in which Clients may be partners, any of Clients' employees or any of Clients' other family members or relatives, at this time.

4. Deposit and Retainer for Services

As noted above, our engagement in this matter will not commence until we receive from you an executed copy of this engagement letter together with an Initial Retainer payment in the amount of \$100,000. It is contemplated that this Initial Retainer will be used to cover fees and

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costs incurred by WSGR for approximately the first month of the engagement prior to the filing of any lawsuit. During this first stage of the engagement, WSGR will assess the various factual and legal issues relevant to this Dispute and make recommendations to Clients concerning the viability of a potential lawsuit and the appropriate forum for any lawsuit. Upon receipt, the Initial Retainer will be held on account at WSGR and applied against your invoices until exhausted without needing any further authorization from you.

If, after receiving such legal advice, it is agreed between Clients and WSGR that WSGR will file a lawsuit on Clients' behalfs, **a Permanent Retainer in the amount \$250,000 (minus any unused portion of the Initial Retainer) shall be due and payable before any lawsuit is filed. Said Permanent Retainer shall be increased to \$350,000 should any litigation proceed to discovery and increased to \$750,000 should any litigation proceed to trial.** Upon receipt, the Permanent Retainer will be held on account until the conclusion of the representation. Unlike the Initial Retainer, Clients agree that the Permanent Retainer will not be applied against monthly invoices. Rather, all monthly invoices shall be paid in full within 30 days of receipt. In the event that any monthly invoice is not paid within 30 days, WSGR reserves the right to apply the Permanent Retainer against said unpaid invoice without further authorization from Clients and terminate the Representation. Any unused portion of the retainers will, of course, be returned at the conclusion of the Representation.

As discussed below in paragraph 7, Mr. Jacob Schonberg, Mr. Binyomin Schonberg, Mr. Binyomin Halpern and Mr. Raphael Barouch Elkaim (the "Lead Clients") have agreed to be jointly and severally responsible for all attorneys' fees and costs associated with this representation, including the payment of the Initial and Permanent Retainers. In no event shall the amount of the Initial and Permanent Retainers required of Clients be deemed to limit Lead Clients' responsibility for all fees and costs WSGR incurs in the course of this Representation.

5. Clients' Duties

Clients agree to be truthful with WSGR, cooperate, keep WSGR informed of developments, abide by this Agreement, pay WSGR's bills and bills for third party experts, consultants and investigators on time, and keep WSGR advised of Clients' addresses, telephone numbers, and whereabouts.

6. Confidentiality

Clients understand it is in Clients' best interest to preserve the confidentiality of all communications between WSGR and Clients. If Clients disclose such communications to third parties, Clients jeopardize the privilege. Therefore WSGR advises Clients not to disclose its communications with WSGR to third parties.

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7. Staffing, Billing Practices and Payment of Legal Fees

This Agreement shall confirm that, by their signatures below, Mr. Jacob Schonberg, Mr. Binyomin Schonberg, Mr. Binyomin Halpern and Mr. Raphael Barouch Elkaim (the "Lead Clients") hereby have agreed to be jointly and severally responsible for WSGR's legal fees, costs, expenses and charges incurred by WSGR in connection with this Dispute including the Initial and Permanent Retainers required under Paragraph 4. We must have all Clients informed written consent in order to accept payment from the Lead Clients for our work on all Clients behalves. We assure you that we will not let these payment arrangements interfere with our duty to fully and vigorously represent all Clients. If you have any concern that payment of fees by the Lead Clients might compromise the independence of our professional judgment, interfere with our attorney-client relationship with you or otherwise affect our representation in any way, it is essential that you raise that issue with us now. Otherwise, we will rely on your signature below as expressing your consent to these arrangements. If you raise such a concern later, the only practical remedy may be for you to find new counsel. **In the event that the Lead Clients do not pay our firm, or cease paying our firm, we would need to discuss payment of our fees and a retainer with the remaining Clients. Should the remaining clients be unable or unwilling to pay our fees and our retainer at that point, you hereby agree that this firm may immediately terminate further representation in this matter.**

As a courtesy, we will agree to a 10% discount off our normal billing rates. Lead Clients agree to pay all fees for legal services and all costs incurred at the discounted hourly rates of WSGR for attorneys, legal assistants, and case clerks; rates are subject to change as discussed in the attached **Statement of Billing Policy and Schedule of Rates**, incorporated herein. We will send you monthly invoices showing the detail of our work, and the expenses we have incurred. We presently anticipate that the primary services will be performed by Morris J. Fodeman (at the discounted rate of \$880/hour), Jessica Margolis (at the discounted rate of \$865/hour) and associates whose billing rates are less. We will make staffing decisions with the objective of rendering services to you on the most efficient and cost-effective basis. Clients acknowledge that staffing and the total amount of fees and costs incurred may vary depending on circumstances, and that any estimate of projected fees or costs is merely an estimate, not an agreement to perform legal services at the estimated amount or at any flat rate fee.

8. Costs and other charges

In addition to professional fees, WSGR charges for expense disbursements to third parties and other costs incurred in connection with WSGR's services, as discussed in the attached **Statement of Billing Policy and Schedule of Rates**, incorporated herein.

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9. Experts, consultants and investigators

To aid in the preparation or presentation of Clients' matter, it may become necessary to hire expert witnesses, consultants or investigators. Clients agree to pay for such services. In its discretion, WSGR may select and retain such experts, consultants or investigators to consult with WSGR, provide expert opinions regarding this matter, but WSGR will consult in advance with Clients before doing so. To protect the confidentiality and/or privilege of their work, and to enable WSGR to represent Clients effectively, the experts, consultants or investigators will report exclusively to WSGR and your other attorneys.

10. Termination of the Representation

Either Clients or WSGR may terminate the Representation at any time for any reason. If WSGR terminates the Representation, it will give Clients reasonable notice of same. Upon termination, all unpaid fees and costs for our legal services in the Representation become due and payable. Clients agree to cooperate with WSGR in removing WSGR's name as counsel of record if such action is required, and Clients will promptly execute and return to WSGR the appropriate substitution of counsel forms.

In the event that Clients request that WSGR transfer possession of Clients' file to Clients or to a third party, such request shall be in writing and Clients or the third party shall acknowledge receipt of the file in writing. WSGR is authorized to retain a copy of Clients' file for WSGR's use. Clients' file includes Clients' papers and properties as defined by the New York Code of Professional Responsibility.

11. Client Files

If Clients do not request the return of Clients' file, WSGR will retain Clients' file for a period of five years, after which time WSGR is authorized by Clients to have the files destroyed without further notice to Clients. If Clients wish to have his files maintained beyond the five years after Clients' matter has concluded, Clients must make separate arrangements with WSGR.

In the event that Clients terminate WSGR's representation or WSGR is required to withdraw from representation of the Clients based on the Clients' breach of this agreement (including, without limitation, failure by Clients to timely pay invoices for services performed or costs incurred by WSGR for or on behalf of the Clients), Clients agree that they will pay WSGR for any copying costs or other charges incurred by WSGR in providing copies of the files relating to WSGR's representation of the Clients to the Clients or their new counsel.

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12. Joint Representation

Under Rule 3-310(C)(1) of the Rules of Professional Conduct (the “Rules”), we need to disclose to you the pros and cons of representing more than one client in a particular matter, any actual conflicts of interest we perceive and any potential conflicts that we can identify.

Joint representation has advantages and disadvantages. It can provide you with economic and tactical advantages. For example, joint representation is obviously less expensive than if each client retained separate counsel, and it is typically more efficient to have one counsel rather than multiple counsel involved. Also, in situations like this, parties on one side of a matter often find it advantageous to present a “united front” to the other side.

On the downside, whenever a lawyer represents more than one client in a matter, it is possible that the lawyers might emphasize the interests of the group over the individual clients’ respective interests or might favor the interests of some of the individual clients over those of the others, despite the lawyers’ best efforts not to do so.

Another point you should be aware of in deciding whether to agree to the joint representation is that all of your communications with WSGR about the Representation will be privileged with regard to the outside world, but they will not be privileged vis-a-vis our other Clients in this matter. In other words, unless the other Clients agree, no Client can tell us something about this matter and ask us to keep it secret from our other Clients in this same matter. There will be no privilege shielding our discussions with any one Client about the Representation from the other Clients we are representing in this matter. Likewise, if any of our Clients in this matter were to sue each other in connection with this matter, then the law would not allow any one Client to invoke the privilege against the others as to any information which you had disclosed to WSGR about this matter while WSGR was jointly representing all Clients. Indeed, if such a lawsuit arose, we might be required to divulge such information in that litigation.

All this does not mean that we will always tell each Client each detail about this matter. We are obligated to keep our Clients informed of significant developments, but can and will use our discretion and professional judgment about what information to pass on. As you can see, there are reasons why you might prefer to have separate counsel in this matter.

13. Conflicts of Interest

At present, we see no actual conflicts of interest among Clients, nor has any Client advised us of any. In fact, the Lead Clients have advised us that the Clients’ interests with regard to the Dispute are aligned.

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Nor are we aware at this time of any potential conflicts of interests between Clients in this matter other than those discussed above under paragraph 12. If any Client is aware of any differences in your positions vis-a-vis the other Clients that could make it difficult for us jointly to represent each in the Representation, you must notify us immediately. Otherwise, we are entitled to conclude that Clients see none and that Clients want WSGR to jointly represent all of them.

If we believe that the potential conflicts described above in paragraph 12 or otherwise have ripened into actual conflicts, we will bring this to your attention, so that Clients can decide whether you wish to obtain independent counsel. Clients agree to do likewise. If a conflict or dispute were to develop among our Clients in this matter, we would have to address and try to resolve the conflict between their interests. But at that point, absent written consent from each of our Clients in this matter, there is a risk that we might be disqualified from representing any Client in this matter. To avoid that result, we are asking for your consent as set forth below.

As noted above, each Client is free to terminate the representation at any time. WSGR reserves the right to terminate our representation at any time for any reason. WSGR also reserves the right to limit the scope of the Representation to exclude issues causing a conflict if, in our view, such a conflict would prevent us from adequately fulfilling our responsibilities to each Client. If any of us terminates the Representation, this could mean that Clients would have to retain new counsel to represent them. In that case, we will work with Clients to minimize any disruption and make a smooth transition to new counsel.

We anticipate that if we cease representing any Client for any reason, we may continue to represent the others we represent in this matter. Accordingly, we are now asking that by signing below, each Client consents to our continued and future representation of the other Clients. By signing below, each Client agrees not to assert any conflict of interest, and each Client agrees not to seek to disqualify us from representing the other Clients, notwithstanding any adversity that may now exist or later develop in this matter between the Clients. This waiver includes any right to object to our continued representation of certain Clients on the ground that, during the joint representation, we obtained confidential information any Client.

Each Client may, of course, seek independent counsel (outside of WSGR) regarding the import of this consent, and we emphasize that each Client remains completely free to seek independent counsel at any time even after you sign the consent set forth below. Clients agree, however, that a decision to retain independent counsel will not in any way prevent WSGR from continuing to represent the other Clients pursuant to the above discussion.

If any Client is concerned that our joint representation might compromise the independence of our professional judgment with regard to his/her interests on this matter, that it might interfere with our attorney-client relationship with him/her in this matter, or that it might

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otherwise affect our representation of him/her in any way, it is essential that you raise that issue with us now. Otherwise, we will rely on your signature below as expressing your consent to the joint representation described above, on the terms and conditions contained in this Agreement, despite the risks noted above. If a Client raises a concern later, the only practical remedy may be for us to withdraw from representing that Client while continuing to represent the others in this matter.

14. Disclaimer of Guarantee

WSGR makes no representations or warranties concerning the outcome of this matter. All statements of WSGR on any such matters are statements of opinion only, and shall not be construed as promises or guarantees.

15. Arbitration

We do not anticipate having any disagreements with Clients about the quality, cost or appropriateness of our services, but if any concerns about these matters arise, please notify us immediately. We would endeavor to resolve any disagreements in a fair and amicable manner. If for some reason we were not able to resolve any dispute ourselves, then WSGR and Clients agree that all disputes or claims between us of any nature whatsoever shall be resolved by binding arbitration before the American Arbitration Association or JAMS in the County of New York. This agreement to arbitrate includes but is not limited to disputes over the quality or appropriateness of our services, the fees and costs of our services and the Clients' obligations to timely pay for our services. The arbitrator shall have power to decide all matters, including arbitrability, but must decide all disputes in accordance with New York law. WSGR and Clients choose arbitration because it is usually less expensive and quicker than litigation, and it will allow them to resolve their disputes privately. The arbitrator shall allow limited discovery to enable WSGR and Clients to present their cases, but will be mindful of their mutual desire to avoid the expense of broad discovery typically allowed in civil litigation.

Notwithstanding the foregoing, either party may first submit fee disputes to the bar association. If the bar association declines to hear a fee dispute, or if either party wishes to reject a decision by the bar association on any fee dispute, then said fee dispute shall also be resolved by arbitration as set forth above.

16. Counterparts

This Agreement may be executed in counterparts, and each counterpart shall constitute a binding agreement upon the part of each and all of the undersigned.

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17. Severability

If any provision of this Agreement is found by any court or government agency to be illegal, invalid or ineffective for any reason, it shall be severed and the remaining terms of this Agreement shall nevertheless remain in full force and effect.

18. Entire Agreement

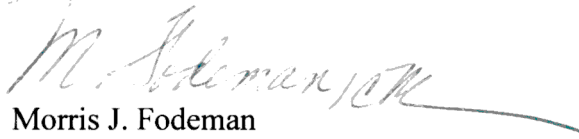
This Agreement represents the entire agreement and understanding between Clients and WSGR concerning Clients' Representation by WSGR, and supersedes and replaces any and all prior agreements and understandings concerning the Representation. This Agreement may only be amended or modified in writing signed by all Clients and WSGR.

19. Effective Date

The effective date of this Agreement will be, upon receipt of this executed engagement letter and the retainer deposit, retroactive to the date WSGR first performed services. The date at the beginning of this Agreement is for reference only. By signing this Agreement, Clients affirm that they understand that they are each free to consult with other counsel before signing this Agreement about the wisdom of agreeing to the terms of the Agreement, including the provision for binding arbitration. Clients also affirm that each is voluntarily signing this Agreement. Clients affirm that each has read and understood the foregoing terms, including those regarding arbitration, and the terms set forth on the attached **Statement of Billing Policy and Schedule of Rates**, and agrees to them as of the date WSGR first provided services. We look forward to working with you. Should you have any questions, please feel free to contact us.

Sincerely,

WILSON SONSINI GOODRICH & ROSATI
Professional Corporation



Morris J. Fodeman
Jessica Margolis

Enclosures

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PROFESSIONAL CORPORATION

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I have read the foregoing letter, understand it and agree to it.

By: _____
Mr. Jacob Schonberg

Dated: _____

By: _____
Mr. Binyomin Schonberg

Dated: _____

By: _____
Mr. Binyomin Halpern

Dated: _____

By: _____
Mr. Raphael Barouch Elkaim

Dated: _____

By: _____
Ms. Saranne Rosner

Dated: _____

By: _____
Ms. Mona Brafman

Dated: _____

By: _____
Mr. Mitchel Simon Rosner

Dated: _____

By: _____
Ms. Lydia Rachel Rosner

Dated: _____

By: _____
Mr. Avraham Moshe Rosner

Dated: _____

By: _____
Mr. Aharon Rosner

Dated: _____

By: _____
Mr. Betzalel Rosner

Dated: _____

By: _____
Ms. Sarina Rosner

Dated: _____

By: _____
Mr. Yehoshua Rosner

Dated: _____

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May 2, 2018

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By: _____
Mr. Abraham Paskes

Dated: _____

By: _____
Mr. Michael Muller

Dated: _____

By: _____
Mr. Chaya Chava Zweibel

Dated: _____

By: _____
Mr. Abraham Vinberg

Dated: _____

By: _____
Mr. Pinchas Grosko

Dated: _____

By: _____
Mr. Natan Gros

Dated: _____

By: _____
Mr. Yachiel Been David

Dated: _____

By: _____
Mr. Yaakov Wizman

Dated: _____

By: _____
Mr. Isaac Elkaim

Dated: _____

By: _____
Mr. Jakob Elkaim

Dated: _____

By: _____
Mr. Pinhas Dov Neufeld

Dated: _____

By: _____
Mr. Yosef Maimon

Dated: _____

By: _____
Mr. Simha Maimon

Dated: _____

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By: _____
Mr. Afvraham Been Zimra

Dated: _____

By: _____
Ms. Rachel Been Zimra

Dated: _____

By: _____
Mr. Yaakov Ben Shimon

Dated: _____

By: _____
Mr. Itmar Shaya

Dated: _____

By: _____
Mr. Natanel Cohen Arazi

Dated: _____

By: _____
Mr. Shenker Shimon

Dated: _____

By: _____
Ms. Sara Meyer

Dated: _____

By: _____
Mr. Mordechai Yaacov Meyer

Dated: _____

By: _____
Mr. Yaakov Levin

Dated: _____

By: _____
Mr. Avraham Yeshahu Lev

Dated: _____

By: _____
Ms. Miriam Chaya Lev Ben Simon

Dated: _____

By: _____
Mr. Shmuel Gabay

Dated: _____

By: _____
Mr. Shimon Asulin

Dated: _____

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By: _____
Mr. Yosef Shteren

Dated: _____

By: _____
Mr. Oved Levi

Dated: _____

By: _____
Mr. Elyashiv Menachem Will

Dated: _____

By: _____
Mr. Mike Genuth

Dated: _____

By: _____
Ms. Miri Genuth

Dated: _____

By: _____
Ms. Rachel Golomback

Dated: _____

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SCHEDULE A

Bushwick Operations LLC

By: _____

Dated: _____

Kingston Operations LLC

By: _____

Dated: _____

369 Gates Operations LLC

By: _____

Dated: _____

1078 Dekalb Operations LLC

By: _____

Dated: _____

618 Lafayette Operations LLC

By: _____

Dated: _____

74 Van Buren Operations LLC

By: _____

Dated: _____

By: _____

Dated: _____

760 Willoughby Operations LLC

By: _____

Dated: _____

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455 Central Avenue Operations LLC

By: _____

Dated: _____

855 Dekalb Avenue Operations LLC

By: _____

Dated: _____

720 Livonia Operations LLC

By: _____

Dated: _____

Slope Equities Operations LLC

By: _____

Dated: _____

Willoughby Estates Operations LLC

By: _____

Dated: _____

73 Empire Development Operations LLC

By: _____

Dated: _____

980 Atlantic Holdings Operations LLC

By: _____

Dated: _____

325 Franklin Operations LLC

By: _____

Dated: _____

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853 Lexington Operations LLC

By: _____

Dated: _____

8 Maple Avenue Operations

By: _____

Dated: _____

945 Park Place Operations LLC

By: _____

Dated: _____

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PROFESSIONAL CORPORATION

January 2018

WILSON SONSINI GOODRICH & ROSATI
BILLING POLICIES AND PROCEDURES

This statement of Billing Policies and Procedures and the attached Schedule of Rates generally describe our current billing policies and procedures. We ask that you review this information carefully and encourage you to discuss with us any questions you may have concerning these policies and procedures at any time, especially if elements of our policy vary from your own internal policies or practices.

1. Basis for Professional Fees for Legal Services.

Hourly Rates. Our policy is to charge a reasonable fee that reflects fair value for legal services rendered in connection with the particular matter or matters involved. The basic factor used to determine our professional fees is the number of hours that attorneys and other professional staff devote to client matters multiplied by the billing rates that are applicable to the particular matter or matters. Accordingly, each of our lawyers and legal staff maintains time records for each client matter. These records are reviewed monthly by the responsible billing attorney before an invoice is prepared.

The attached Schedule of Rates reflects the current ranges of billing rates for our attorneys and professional staff. The rates applicable to a particular matter depend on a number of factors, including the experience and expertise of each attorney and member of our professional staff, the nature and complexity of the matter, and the special skills required to perform the particular legal services. We customarily review our billing rates annually and adjust them to reflect an increase in a professional's experience, responsibilities and expertise. In addition, an individual timekeeper's rate may be adjusted to reflect his or her promotion. When we adjust rates, the adjusted rates are automatically applied to ongoing matters unless otherwise agreed in writing.

Other Factors. Although the principal factor in determining our fees is the number of hours we devote to a matter, the amount and rates we actually charge may be adjusted upward or downward to reflect a number of other factors that bear on the reasonableness of our fees. These factors include the novelty and difficulty of the questions involved, time limitations imposed by the client or by the situation, the nature and circumstances of the client (e.g., individual, venture fund, early stage private company, mature public company, etc.), the size and scope of the matter, our judgment as to the number of hours reasonably and productively devoted to the assignment, the value of the services performed, and the results obtained.

We are always available to discuss alternative billing arrangements with you. We will consult with you in the event we propose to use a different method of billing than charging for our time based on hourly rates.

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Staffing. Staffing decisions will be made with the objective of providing high-quality legal services on a basis that is both effective and economical. We will use our best judgment to reasonably minimize the number of lawyers who work on any particular client matter.

Fee Estimates and Budgets. Unless a specific written agreement to such effect has been reached in advance with the client, any estimates of our fees represent only our best approximation of those fees, and such estimates do not constitute a maximum or minimum fee quotation.

2. **Disbursements and Costs.**

In addition to the professional fees described above, we charge for expense disbursements and other costs incurred in connection with performing legal services. All such charges are itemized individually on our invoices. We will attempt to minimize these expenses, consistent with client directives, time constraints, and quality requirements.

Disbursements to Third Parties. All disbursements to third parties are invoiced to clients at our actual cost. These include filing fees, court reporter fees, expert witness fees, computerized legal research, photocopying (when it is more efficiently outsourced than performed by our staff), investigator and consultant fees, postage charges and travel (see the separate section on travel, below).

We may request that third-party charges in excess of \$500 be paid directly by the client to the third party where practicable.

Costs Incurred. Costs incurred for support services are charged only to those clients who make use of such services. These services are invoiced at our estimate of their actual cost; this includes direct costs, equipment maintenance, and a reasonable allocation of other expenses directly associated with the provision of the service. These services include in-house photocopying, document preparation (only in litigation matters or when used in lieu of professional printing), and delivery charges. Charges for these costs are included on the attached Schedule of Rates and may be changed from time to time to reflect changes in our cost structure, in which case the new rates will automatically apply unless otherwise agreed in writing.

Travel Expenses. We charge for local travel expenses, including the time spent in transit in connection with client matters as well as reimbursements for tolls, parking, and mileage (at the standard mileage rate announced by the IRS). Costs for out-of-town travel on client business are charged to the client at our cost.

We charge travel time at the standard hourly billing rates. We will use reasonable efforts to mitigate such charges by spending as much travel time as possible working on client matters, whether for the client on whose behalf the travel is undertaken or for another client (in which case the time will be billed to the other client).

3. **Advance Payment.**

It is our policy to obtain an advance from clients under certain circumstances. These circumstances may include engagements in connection with complex litigation matters, certain corporate finance

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transactions, or patent and international trademark matters where we will incur substantial third-party expenses in connection with our services.

4. Invoices.

Our standard practice is to invoice our clients for fees for services rendered as well as disbursements and costs on a monthly basis, unless other arrangements have been made. On matters that are not billed monthly, we may send out monthly invoices for disbursements and costs. We attempt to include all costs and disbursements in the statement for the month in which such expenses are incurred. However, information concerning some charges may not be available for billing until a subsequent billing period, at which time we will invoice them.

We will use our best efforts to respond to requests for special invoice formats, subject to the limitations of our client-accounting software. Please discuss such requests with the attorney responsible for your matter.

Our invoices are due and payable upon receipt, unless other arrangements have been agreed to in advance.

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SCHEDULE OF RATES

HOURLY RATES FOR PROFESSIONAL SERVICES

Members of the Firm.....	\$825 to \$1450 per hour
Associates.....	\$450 to \$800 per hour
Counsel/Of-Counsel.....	\$330 to \$1180 per hour
Legal Staff	\$165 to \$410 per hour
Library Personnel.....	\$200 per hour

RATES FOR SUPPORT SERVICES

Photocopying (in-office): Black & White / Color	15¢ / 30¢ per page
Document preparation (in litigation or in lieu of professional printing)	\$40 per hour
Delivery Services	Standard rates based on distance
Mileage	IRS standard mileage rate

THIRD-PARTY DISBURSEMENTS. Disbursements to third parties are generally invoiced at our actual cost. Third-party disbursements include filing, court reporter and expert witness fees, computerized legal research, outside photocopying, investigator and consultant fees and travel. Any rebates paid to the Firm, based upon our travel volume, are used to offset the direct costs assessed us by our independent travel agency. Travel transaction fees are not charged to clients. Third-party charges in excess of \$500 may be forwarded to the client for direct payment by the client.

SUBJECT TO CHANGE. The attorney in charge of a client matter will determine the appropriate billing rates from the ranges set forth above. Our hourly rates for professional services and the rates for support services specified above may be adjusted from time to time. Rates for professional services are generally reviewed annually, and the adjusted rates are automatically applied to ongoing matters. If requested, billing rates applied to a client's matters will appear on our invoices. In addition, because of special expertise, a limited number of attorneys and legal staff may bill at hourly rates higher than those shown in the table above.

January 2018